

BID SOLICITATION NOTICE

TO RECEIVE A BID PACKAGE, BIDDER MAY EITHER DOWNLOAD THE BID FROM THE AUTHORITY'S WEBSITE AT <http://www.state.nj.us/turnpike/purchasing.html> OR REQUEST A BID BY COMPLETING THIS FORM AND FAXING IT TO THE NUMBER STATED BELOW FOR RECORD KEEPING PURPOSES. WE REQUEST THAT THE BIDDER COMPLETE THIS FORM AND RETURN TO US, EVEN WHEN BIDDER IS DOWNLOADING THE BID. THIS IS THE ONLY NOTICE OF BIDDING FOR THE FOLLOWING GOODS / SERVICES YOU WILL RECEIVE.

THE NEW JERSEY TURNPIKE AUTHORITY PURCHASING DIVISION

P.O. Box 5042
Woodbridge, New Jersey 07095-5042
or
New Jersey Turnpike Administrative Offices
581 Main Street
Woodbridge, New Jersey 07095-5042
Tel. - 732-750-5300
Fax - 732-750-5399

INVITATION TO BID

TITLE: **REMOVAL & DISPOSAL OF LIQUID HAZARDOUS & NON HAZARDOUS
WASTE MATERIAL FOR THE NJ TURNPIKE AND THE GARDEN STATE
PARKWAY**

BID NO: **RM-1056**

DUE DATE: **12-13-11**

TIME: **2:00 PM**

SUBMIT BIDS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS
BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDING ENTITY

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

FEDERAL TAX I.D. NO. or TAXPAYER I.D. NO.

FAX NO

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FAX NO.

BUSINESS CORPORATION PARTNERSHIP INDIVIDUAL

OTHER (SPECIFY):

BIDDER GUIDELINES/CHECKLIST

PURSUANT TO N.J.S.A. 27:23-6.1 AND N.J.A.C. 19:9-2.1 et seq. BID PROPOSALS WHICH FAIL TO CONFORM TO THE FOLLOWING REQUIREMENTS MAY BE REJECTED:

1. Bid proposals must be received at or before the public opening time stated on the cover page at the following place: New Jersey Turnpike Authority, Administration Building, 581 Main Street, Woodbridge, New Jersey 07095. Telephone or Facsimile proposals will not be accepted. The accompanying self-addressed envelope should contain or be attached to the bid proposal.
2. The bid proposal must include all price information. Proposal prices shall include delivery of all items F.O.B. destination or as otherwise provided. Price quotes must be firm through issuance of contract.
3. All bid proposal prices must be typed or written in ink. Quote the specified unit of measure. If bidding an alternate, provide detailed specifications.
4. All corrections, white-outs, erasures, re-striking of type, or other forms of alteration or the appearance of alteration, to unit and/or total prices must be initialed in ink by the bidder.
5. The bidder must attend the mandatory site inspection at the following date(s) and time(s) if applicable:
6. **See the Authority's Instructions to Bidders for a complete list of the Authority's standard contract Terms and Conditions, as well as REQUIRED FORMS that must be included with the bid proposal or the bid will be rejected. (SEE ATTACHED)**
7. **Have you included the following documents?**
 - (a) State of New Jersey Division of Revenue Business Registration Certificate(s)
 - (b) Certification of Registration with the Secretary of State (only if a foreign (non-NJ) corporation)
 - (c) Acknowledgement of Requirement for Disclosure of Political Contributions (ELEC)
 - (d) Affirmative Action Information Sheet with Certificate or Form AA302
 - (e) Signed Mandatory Equal Employment Opportunity Language
 - (f) SBE/WBE/MBE Certificates and Form
 - (g) Vendor Disclosure Form (EO129 - Location of Services)
 - (h) Notice of Set-Off for State Tax (P.L. 1999, c.159)
 - (i) Insurance Requirement
 - (j) Public Works Contractor Registration Certificate(s)
7. **This Request for Bids requires the following Mandatory Documents or the bid will be rejected:**
 - Bid Bond and/or Letter of Surety, Cashiers Check Requirement
 - Stockholder/Partnership Disclosure Statement
 - Bidder must sign the Bid
8. Contractors Pollution Liability Insurance (CPL) (See page 15 of specifications)
9. Contract Bond Requirement if Awarded (See page 8 of "Instruction to Bidders")
10. Qualifying Affidavit (Must be included with the Bid) (See page 22-23)
11. Statement of Qualifications (Must be included with the Bid) (See page 14)
12. Agreement for Disposal of Hazardous & Non-Hazardous Waste (For Execution by Contractor)

REQUEST FOR BIDS
THIS IS NOT AN ORDER

DATE OF REQUEST:

Sealed Bids RM-1056 will be received at the New Jersey Turnpike Authority Administrative Offices, 581 Main St., Woodbridge, New Jersey, as stated on the cover page at which time and place said proposal will be publicly opened and read. Bidders mailing Bids should allow for their normal mail delivery time to ensure timely receipt of their Public Bids. Please be advised that using overnight / next-day delivery service does not guarantee overnight/next-day deliveries to our location. The Authority will not be responsible for any bid not being received by the required date and time.

INTENTION

It is the intention of the Authority to issue a Price Agreement for the services of **REMOVAL & DISPOSAL OF LIQUID HAZARDOUS & NON HAZARDOUS WASTE MATERIAL FOR THE NJ TURNPIKE AND THE GARDEN STATE PARKWAY.** Services purchased under this Agreement will be delivered as directed by the Authority. The term of the contract shall be for one year with the option to extend for two additional one-year terms at the Authority's discretion and Vendor's concurrence. The transportation cost quoted (cost per hour), to and from an Authority site plus onsite shall be held throughout the term of the contract. Please contact John J. Parmigiani with any questions regarding this procurement contract at 732-750-5300 X 8632.

BID SHEET INSTRUCTIONS

Prospective Bidders should follow all instructions in this Request for Bids and in the standard Instructions to Bidders issued by the Authority, and any other documents issued by the Authority in connection with this Request for Bids (collectively, "Bid Documents"). Prospective Bidders must examine the Bid Documents carefully before bidding and must ask the Director of Purchasing in writing for any interpretation or correction of any apparent ambiguity, inconsistency or apparent error therein. Any written request for interpretation or correction shall be directed to the Director of Purchasing. Written requests can be submitted by FAX at 732-750-5399. If necessary, an interpretation or correction shall be issued by the Director of Purchasing as an Addendum and FAXED to prospective Bidders who have obtained the Bid Documents. Upon the issuing of an Addendum, the content of the Addendum shall become part of the Bid Documents. **Requests for interpretation or correction shall be considered only if received at least 5 business days prior to the bid opening date.**

Only written interpretations or corrections issued by the Director of Purchasing by Addendum shall be binding.

The submission of the Bid is conclusive evidence that the Bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the Bidder, prior to submitting its Bid, fails to notify the Director of Purchasing of the existence of an ambiguity, inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the interpretation of such ambiguity or inconsistency.

All erasures, interpolations or other physical changes on the Bid form shall be signed or initialed by the bidder. Bids containing any conditions, omissions, erasures, alterations, or items not called for in this Request for Bids, or irregularities of any kind, may be rejected by the Authority, in its sole discretion, as being incomplete. The bidders shall not attach conditions, limitations or provisos to their Bid, except in cases where "Exceptions" are permitted.

The Authority will accept Approved Equivalent items on this bid. If a bidder is basing the proposal on items other than what is specified, and wishes the items he proposes to be considered as an "Approved Equivalent," the Bidder shall enter a price on the bid sheet then submit on the Exception Sheet in the exact format of the line item on the Request for Bids contained herein, the item number, an item description, including manufacturers name, model number, and packaging quantities of those Items which the Bidder proposes to substitute.

Bidders must supply a price for every item listed. Bids not having a price in all listed items may be rejected. The bid will be awarded to the vendor who supplies the lowest total cost for ALL items as listed in the bid.

Bidders must quote only one price per line item. If a bidder quotes multiple prices per line item, the bid proposal may be rejected.

The Authority will purchase amounts of any given item as needed, at the sole discretion of the Authority and shall not be bound by any quantities listed. The Authority reserves the right to make reasonable increases to line item quantities. All items are to be bid FOB Destination. All shipping, handling, and other costs should be considered in the bid price.

ALL QUOTATIONS ARE FOR THE REMOVAL AND DISPOSAL OF LIQUID WASTE VIA VACUUM TRUCK PER THE SPECIFICATIONS. LINE ITEMS 1 THROUGH 5 SHOULD BE BASED ON A PER GALLON DISPOSAL COST, THE BID ITEM IDENTIFIED IN LINE 6 AND 7 SHOULD INCLUDE THE HOURLY RATE FOR ALL LABOR, EQUIPMENT (VACUUM TRUCK), MATERIALS, ETC. NO ADDITIONAL UNIT RATES WILL APPLY SUCH AS MILEAGE, FUEL, ETC. (SEE PAGE 6)

Award will be made to the lowest, responsible bidder for the total services bid.

ANY INQUIRIES CONCERNING THIS BID MUST BE SENT VIA FAX NO LATER THAN FIVE (5) BUSINESS DAYS BEFORE BID OPENING

REQUEST FOR BIDS
MATERIAL AND SERVICE DESCRIPTION

A	B	C	D	E	F	G	H	I	J
ITEM	SOLID OR LIQUID WASTE	SOURCE	DESCRIPTION	INTENDED TSD FACILITY	CONTAINER	UNIT OF MEASURE	ESTIMATED QUANTITY	BID PRICE PER UOM	TOTAL MULTIPLY (H X I)
1	Gasoline and Water Mixtures	Ground Water Extraction Events (i.e.MPE)	Waste Flammable Liquid, Toxic, N.O.S. (gasoline) UN1203, PGII, D001, D018		Bulk Item Must be Bid as Bulk Per Gal.	Gallon	150,000 gals.	\$	\$
2	Gasoline and Water Mixtures	Petroleum Storage Tank & Sump Fluid Pump Outs	Waste Flammable Liquid, Toxic, N.O.S. (gasoline) UN1203, PGII, D001, D018		Bulk Item Must be Bid as Bulk Per Gal.	Gallon	2,500 gals.	\$	\$
3	Oil/Diesel and Water Mixtures	Groundwater Extraction Events (i.e. MPE)	Class D Recyclable Material, Used Oil with Less Than 1,000 ppm Total Halogens, 3, NA1993, PGIII		Bulk Item Must be Bid as Bulk Per Gal.	Gallon	5,000 gals.	\$	\$
4	Oil/Diesel and Water Mixtures	Petroleum Storage Tank, Lift Pit, & Sump Fluid Pump Outs	Class D Recyclable Material, Used Oil with Less Than 1,000 ppm Total Halogens, 3, NA1993, PGIII		Bulk Item Must be Bid as Bulk Per Gal.	Gallon	5,000 gals.	\$	\$
5	Fast Drying Waterborne Latex Paint	Roadway Line Striping	Non-Hazardous Liquid and Semi-Liquid		Bulk Item Must be Bid as Bulk Per Gal.	Gallon	5,000 gals.	\$	\$
6	N/A	N/A	Hourly Rate Portal to Portal Plus Time On-Site (Vacuum Truck)	N/A	N/A	Hourly Rate	1900 hrs.	\$	\$
7	N/A	N/A	Emergency Service-Hourly Rate Portal to Portal Plus Time On Site (Vacuum Truck)	N/A	N/A	Off-Hour Rate	50 hrs.	\$	\$

THE BIDDER IS REQUIRED TO INSERT THE "TSD" FACILITY (COLUMN E)

GRAND TOTAL OF LINES 1 THROUGH 7 IN COLUMN "J" \$ _____

NEW JERSEY TURNPIKE AUTHORITY

AUTHORIZED SIGNATURE

 /
 Name of Company and / Authorized Signature of Bidder

SIGNATURE PAGE

ADDENDA / INQUIRIES: COMPLETE (if applicable) BEFORE SUBMITTING BID:

Receipt of Addendum / Inquiries # _____ dated _____ is
hereby acknowledged.

Receipt of Addendum / Inquiries # _____ dated _____ is
hereby acknowledged.

☐

CHECK BOX IF NO ADDENDA/INQUIRY ISSUED

(All Addenda / Inquiries must be acknowledged as indicated above.)

BID IRREVOCABLE: This offer shall be irrevocable for ninety (90) working days after the date on which the Authority publicly opens this bid except in those instances where an unsuccessful bidder has filed a Protest pursuant to N.J.A.C. 19:9-2.12. Upon notification of a Protest, Bidders are required to hold their prices for an additional 90 days. All bidders will be notified in writing of the action taken by the Authority.

OFFER/CERTIFICATION: The undersigned offers and agrees to furnish to the New Jersey Turnpike Authority the services and/or materials in compliance with all terms, conditions, specifications and addenda of the RFB, Bid Documents, and resulting contract. The undersigned further certifies understanding and compliance with the requirements of the standard terms and conditions as stated in the Instructions to Bidders included with the Bid Documents. The undersigned certifies that he or she executes this bid with full authority so to do; and that all statements contained in this bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein and in any statements requested by the Authority showing evidence of qualifications in awarding the contract.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Bidding Entity: _____

Address: _____

City, State, Zip: _____

Telephone #: _____ Fax: _____

Date: # _____

NEW JERSEY TURNPIKE AUTHORITY

NO RESPONSE BID SURVEY

BID REQUISITION NUMBER: RM-1056

PROPOSAL TITLE: REMOVAL & DISPOSAL OF LIQUID HAZARDOUS & NON HAZARDOUS WASTE MATERIAL

If you do not choose to respond to this Bid, please complete the form below:

Name of Company_____

Reason you did not respond (Check all that apply)

- _____ Cannot supply product or service
- _____ Cannot meet technical specifications
- _____ Cannot meet delivery specifications
- _____ Cannot meet legal requirements
(i.e. bid/performance/security/insurance, etc.)
- _____ Cannot provide a competitive price at this time
- _____ Interested in receiving specifications for informational purposes only.
- _____ Insufficient lead time to respond
- _____ Other:(please be specific)

Do you wish to remain on our mailing list?

_____Yes _____No

Additional comments: _____

Signed :(optional)_____

Company:_____

[illegible]

Date_____

NEW JERSEY TURNPIKE AUTHORITY
CONTRACT & TECHNICAL SPECIFICATIONS

For the
Removal & Disposal of Liquid Hazardous Waste & Non- Hazardous Waste
Material On the New Jersey Turnpike & Garden State Parkway

Scope of Work:

This contract is for the collection, transportation, and disposal of liquid hazardous and non-hazardous waste material via vacuum truck at locations on the New Jersey Turnpike and Garden State Parkway including but not limited to Service Areas and Maintenance Districts and State Police facilities..

Included herein is a list of liquid waste which the Authority may generate during the term of this contract (see Bid Items). The Turnpike Authority does not guarantee that all of the waste types listed will be generated during the term of this contract. The Authority has estimated the quantities of certain wastes that it expects to generate including contaminated groundwater generated during Multi-Phase Extraction (MPE) events. The Bid List will be used for Bid Comparison only. Bid Prices must be all-inclusive.

This Contract is with the Engineering Department, Planning/Environmental Section of the Turnpike Authority; nothing in this contract shall preclude other Divisions and Departments of the Authority from using this contract.

Term of Contract:

- (a) The initial service period shall commence on the date stated in the Price Agreement and shall terminate one year from the date of award of the Price Agreement.
- (b) The Authority, at its own discretion, may extend the original contract term for two (2) additional one (1) year terms. In the event that the Authority exercises its right to extend the Contract for a "Second Service Period", the original bid prices may be subject to renegotiation provided, however, that such renegotiation shall not result in any increase in the unit price for the unit price for any bid item exceeding ten percent (10%) from the Initial Service Period.
- (c) It is recognized by the parties hereto that the services to be provided under the Contract comprise essential and regulated services to the Authority and that such services must be timely and thorough. Accordingly, it is agreed that the Contract may be terminated by the Authority, if in its sole opinion the Contractor's performance is unsatisfactory.

Definitions:

Whenever in the Contract the following terms or pronouns in place of them are used, their intent and meaning shall be interpreted as follows:

Authority- The New Jersey Turnpike Authority (both roadways: NJ Turnpike & Garden State Parkway).

Waste- Waste material that is being removed in bulk form, by the gallon as provided herein).

Empty- Containers shall be deemed empty as defined in N.J.A.C. 7:26-8.4(b). This citation indicates that no more than 2.5 centimeters (one inch) of residue should remain on the bottom of the container or inner liner.

Waste Characterization, Transport, and Disposal:

The Authority will provide the Contractor with any available information regarding the composition of the liquid waste. The Contractor shall be responsible for characterizing, transporting, and disposing of said waste in accordance with any and all applicable, relevant, federal and state laws and regulations. The Contractor shall submit to the Authority profiles of each waste type that they have characterized. When liquid waste needs to be removed the Authority and/or Consultant will schedule with the Contractor; said liquid waste will be cross-referenced to their respective profile codes.

Liquid Waste Collection and Disposal

The Contractor guarantees to provide all labor and equipment needed to remove/dispose of liquid waste via vacuum truck including but not limited to, liquids removed from underground storage tanks, hydraulic lift pits, sump fluids, contaminated groundwater removed during MPE events and removal of roadway line striping paint from Authority locations, as identified in the Bid Sheet. If and when it is necessary or desirable to consolidate any liquid waste, the Contractor shall be responsible for consolidating it at the price quoted for that item.

Work Area:

Staging areas for both roadways of the Authority wastes are listed in Appendices A and B. The Contractor shall have access to both roadways facilities between the hours of 8:00 A.M. - 2:30 P.M. The Contractor shall observe that these facilities are secured and shall not enter onto them unless permitted by the Authority. The Contractor shall be responsible, at the completion of the Contractor's work, for the restoration of the Authority's premises to the same condition as found, and removal of all materials that the Contractor may have introduced upon these premises.

Traffic Tolls and Safety:

Turnpike passes **will not be issued** to the Contractor or Contractor's personnel. Tolls are the responsibility of the Contractor and should be taken into consideration when submitting bids. Contractor personnel and Contractor vehicles will not be permitted to use Z-Turns, median U-turns, grade separated U-turns, or make U-turns across the median or in any Toll Plaza area. Any vehicle making illegal turns will be subject to a summons by the NJ State Police. Contractor personnel and Contractor vehicles entering at an Interchange must accept a toll ticket or utilize E-Z pass lanes, if the Contractor and Contractor personnel has an active E-Z pass account. However, all vehicles must exit at another Interchange in the proper direction in the same manner as upon entering; a manual lane, if they accepted a toll ticket, or an E-Z pass lane.

Deliverables:

The Contractor shall provide the following deliverables.

1. Written basis for characterization of any waste, specific to said waste.
2. Waste profile for any waste.
3. Uniform Hazardous Waste Manifests.
4. Bills of Lading.
5. Certificates of disposal.
6. Certificates of destruction
7. Land disposal restriction notification and certification
8. Letters of acceptance from TSD Facilities
9. Written basis for off specification species waste.
10. Copies of any laboratory analytical data, upon request.
11. The Contractor shall be responsible for providing "cradle to grave" documentation of all waste that they arrange to have removed from the Authority's sites. The Contractor shall be responsible for ensuring that all the information on the Uniform Hazardous Waste Manifest (EPA Form 8700-22 Rev. 3-05) is correct.

Authority Representative

- A. The Authority will designate a responsible Representative to monitor the work and to issue instructions on behalf of the Authority. Contact Information: Robert O'Leary (732-750-5300 x 8222) or Tim Doolan (732-750-5300 x 8246)
- B. The Contractor stipulates that he/she will comply with all instructions of the Authority's Representative, and obtain said Representative's prior written approval of all materials, personnel, equipment, temporary provisions, and work schedule. Any work carried out in the absence of such prior approval may be condemned as unacceptable by the Authority and its value deducted from progress and final invoices.

Contractor's Supervision

The Contractor shall, at all times, maintain competent Supervision of his/her work to assure compliance with contract requirements. The Contractor shall personally supervise the work or have a competent supervisor; satisfactory to the Authority, on the site at all times during progress with full authority to act for the Contractor. The Authority may require the Contractor to remove from the site any supervisor who the Authority's Representative deems unsatisfactory. The Contractor shall provide a supervisory staff adequate to coordinate and expedite his/her work properly.

Payment:

The Authority has its own disbursements department, with its own payment forms. With each voucher that the Contractor submits, they shall include copies of relevant documentation, such as the manifest, bill of lading and time and materials sheets. On the voucher, the Contractor shall reference the appropriate waste profile codes. The Authority will remit payment commensurate with the scheduled items of work herein. The Authority will not remit payment to the Contractor for the removal of any waste until the Authority has received a copy of said manifest from the TSD Facility.

Attention is directed to the Prevailing Wage Rate List and to the applicable provisions of "The New Jersey Prevailing Wage Act," governing the prevailing rates of wages for workmen whom are employed in this Project. All provisions of said Wage Act and amendments thereto shall be considered as part of this contract and made a part thereof.

Emergency Service:

By signing this Contract, the Contractor agrees to provide Emergency Services as deemed necessary by the Authority. It will be understood that the Contractor will be available for off-hour calls at the labor rate bid in this solicitation.

STATEMENT OF QUALIFICATIONS:

All bids must be accompanied with sufficient information to permit the Authority to determine each Contractor's qualifications. Information required to be submitted **with the bid proposal must** include at a minimum:

- a. A notarized statement on Contractor's letterhead, signed by a Principal or Officer of the firm, indicating:
 1. The Contractor shall collect, transport, store, recycle and/or dispose of all Authority waste in accordance with all applicable Federal and State Laws and regulations including, but not limited to, Federal and State Department of Transportation (DOT) regulations, Federal Environmental Protection (EPA) and New Jersey Department of Environmental Protection (NJDEP) Regulations, Federal Occupational Safety & Health (OSHA) regulations, New Jersey Bureau of Fire Safety regulations and those regulations which apply in all jurisdictions where the Contractor shall conduct business relating to the handling of Authority waste.
 2. The number of years that the Contractor has been engaged in the business of collection, transportation, disposal and clean-up of hazardous waste/materials
 3. A list of at least three (3) present and/or former customers for whom the Contractor is providing or has provided similar equipment and services, including the following information, at a minimum: Customer name, address, telephone number, email and name of technical contact person.
- b. Copies of all applicable Federal and State permits which authorize the Contractor to conduct all aspects of business associated with the collection, transportation, storage and disposal of hazardous and non-hazardous waste.
- c. Complete listing of ultimate disposal sites which the Contractor proposes to use in conjunction with this Agreement. The Authority reserves the right to select and/or prohibit use, in its sole discretion, of specific disposal sites on the Contractor's list.

INSURANCE REQUIREMENTS:

The Contractor who will be transporting any hazardous and non-hazardous materials, substances, wastes, as part of the work under this contract, shall provide the Authority with evidence of levels of financial responsibility as responsibility as required by the Motor Carrier Act of 1980 and 49 C.F.R., Part 387.

The Contractor, as the case may be, shall provide the Authority with one of the following:

1. an Endorsement for Motor Carrier Policies of Insurance for Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 (Form MCS-90) issued by an insurer,
2. a Motor Carrier Surety Bond for Public Liability under Section 30 of the Motor Carrier Act of 1980 (Form MCS-82) issued by a surety, or
3. a written decision, order or authorization of the Interstate Commerce Commission authorizing the Contractor to self-insure pursuant to 49C.F.F., Part 1043.5.

Endorsement CA9948- Pollution Liability Broadened Coverage shall be endorsed to the policy.

(d) **Contractors Pollution Liability (CPL) Insurance**

With regard to services rendered by the Contractor and/or their Sub-Contractors for this project, combined Contractor's Pollution Liability Policy shall be provided.

This policy shall include, but not limited to coverage for errors and omissions for consulting services, on site cleanup, bodily injury and/or property damage to third parties, contractual liability, and automobile liability for the transportation of materials to and from the project site, completed operations and a severability of interest clause.

This policy shall be issued on a project specific and occurrence basis dedicated exclusively to the project for the services rendered hereunder. This policy shall contain a reinstatement of aggregate provision at inception. The policy shall be renewed annually for the duration of the project and for a period of two (2) years following termination of the contract or completion of the project. The minimum limits of liability dedicated to this project shall be as follows:

Each Occurrence	\$2,000,000
Annual Aggregate	\$5,000,000

With regard to the Contractors Pollution Liability Insurance, the policy shall name the Authority, its officers, employees and agents as additional insured.

NOTE: The Contractor may satisfy the above stated Pollution Liability requirements by procuring a combination Environmental Consultants Professional Liability and Contractors Pollution Liability Policy subject to the above stated limits of liability.

(e) **Umbrella Liability Insurance**

Umbrella Liability Insurance is required with limits in excess of those underlying policies stated under parts (a), (b), and (c) with minimum limits as follows:

Minimum limit each	
Occurrence and annual aggregate	\$3,000,000

This policy shall name the Authority, its officers, employees and agents as additional insured.

PROPERTY DAMAGE:

Contractor shall, at its own expense, make good any damage that may be done by it, its subcontractors, or suppliers in the course of the work to any Authority real and/or tangible personal property through or by reason of prosecution of this work. The liability of the Contractor under this covenant is absolute and shall not be dependent upon any questions of negligence on its part or the part of its officers, agents, employees, subcontractors or suppliers; and the neglect of the Authority to direct the Contractor to take any particular precaution or to refrain from doing any particular thing shall not excuse the Contractor of such damage, except where the damage is the result of the sole negligence of the Authority.

RIGHT TO AUDIT:

Vendor shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to Authority under the contract at issue. Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all of the vendor's books and records related to the contract. Such records shall be retained by vendor for at least seven (7) years from the termination of the contract. In no event shall books and records be disposed of or destroyed of prior to seven (7) years from the termination of the contract or during any dispute or claim between the Authority and vendor with regard to the contract at issue.

APPENDIX A - FACILITY LOCATIONS ON TURNPIKE
(Actual EPA ID Numbers to be Provided When Contract is Awarded)

1) Interchange 1 toll plaza at milepost 1.2, Deepwater, NJ 08023
2) John Fenwick Service Area 1N at milepost 5.4 northbound, Oldmans Township, NJ 08067
3) Clara Barton Service Area 1S at milepost 5.4 southbound, Oldmans Township, NJ 08067
4) Interchange 2 toll plaza at milepost 12.9, Swedesboro, NJ 08085
5) Maintenance District 1 at milepost 13.2 northbound, Swedesboro, NJ 08085
6) Interchange 3 toll plaza at milepost 26.1, Woodbury, NJ 08096.
7) Walt Whitman Service Area 3S at milepost 30.2 southbound, Camden, NJ 08101.
8) Interchange 4 toll plaza at milepost 34.5, Camden, NJ 08101
9) Southern Division/Maintenance District 2 at milepost 37.1 northbound, Mt. Laurel, NJ 08054
10) James Cooper Service Area 4N at milepost 39.4 northbound, Mt. Laurel, NJ 08054
11) Interchange 5 toll plaza at milepost 44.0, Mount Holly, NJ 08060
12) Interchange 6 toll plaza at milepost 0.1 PA Ext. , Florence, NJ 08518
13) Interchange 7 toll plaza at milepost 53.3, Bordentown, NJ 08505.
14) Maintenance District 3 at milepost 56.5 northbound, Crosswicks, NJ 08515.
15) Woodrow Wilson Service Area 6N at milepost 58.7, Hamilton Township, NJ 08650
16) Richard Stockton Service Area 6S at milepost 58.7, Hamilton, NJ 08330
17) Interchange 7A toll plaza at milepost 60.5, Allentown, NJ 08501.
18) Interchange 8 toll plaza at milepost 67.6, Hightstown, NJ 08520
19) Central Shops Maintenance at Exit 8, Hightstown, NJ 08520
20) Molly Pitcher Service Area 7S at milepost 71.7, Cranbury, NJ 08512
21) Law Enforcement Center at milepost 71.7, Cranbury, NJ 085123
22) Interchange 8A toll plaza at milepost 73.7, Jamesburg, NJ 08831
23) Joyce Kilmer Service Area 8N at milepost 78.7, East Brunswick, NJ 08816
24) Maintenance District 4 at milepost 80.7 southbound (truck lane), Milltown, NJ 08850
25) Interchange 9 toll plaza at milepost 83.4, New Brunswick, NJ 07095
26) Interchange 10 toll plaza at milepost 88.3, Edison, NJ 008817
27) Maintenance District 5A at milepost 91.2 northbound (truck lane), Woodbridge, NJ 07095
28) Interchange 11 toll plaza at milepost 91.3, Woodbridge, NJ 07095
29) Thomas Edison Service Area 10 S at milepost 92.9, Woodbridge, NJ 07095
30) Grover Cleveland Service Area 10N at milepost 92.9, Sewaren, NJ 07077
31) Interchange 12 toll plaza at milepost 95.9, Carteret, NJ 07008
32) Interchange 13 toll plaza at milepost 99.4, Elizabeth, NJ 07207
33) Maintenance District 5 at milepost 101.7 northbound (truck lane), Elizabeth, NJ 07206
34) Interchange 13A toll plaza at milepost 101.7, Elizabeth, NJ 07206
35) Northern Division Maintenance at Exit 14, Newark, NJ 07102.
36) Interchange 14 toll plaza at milepost 104.7, Newark, NJ 007102
37) Interchange 14A toll plaza at milepost 3.2, Bayonne, NJ 07002
38) EN Service Area at milepost HBE 5.3 northbound, Bayview, NJ 08721
39) Interchange 14B toll plaza at milepost 5.5, Jersey City, NJ 07032
40) Maintenance District 7 at Exit 14B, Jersey City, NJ 07303.
41) Interchange 14C toll plaza at milepost 5.8, Jersey City, NJ 07306
42) Interchange 15E toll plaza at milepost E 106.9, Newark, NJ 07102
43) Interchange 15W toll plaza at milepost W 108.7, Kearny, NJ 07032
44) Maintenance District 6 at milepost E 111 northbound, Secaucus, NJ 07094
45) Interchange 16/18E toll plaza at milepost E 112.0, Secaucus, NJ 07070
46) Alexander Hamilton Service Area 12S at milepost W 112 northbound, Secaucus, NJ 07094
47) Interchange 16W Toll Plaza at milepost W 112.6, Rutherford, NJ 07070
48) Maintenance District 8 at Exit 16W, East Rutherford, NJ 07073
49) Interchange 17E toll plaza at milepost E 112.3, Secaucus, NJ 07094
50) Interchange 18W toll plaza at milepost W 113.8, Carlstadt, NJ 07072
51) Vince Lombardi Service Area 13S at milepost W 116, East Rutherford, NJ 07073

APPENDIX B--- FACILITY LOCATIONS ON PARKWAY
(Actual EPA ID Numbers to be Provided When Contract is Awarded)

1)Maintenance District 1 milepost 164.1 SB 501 From Rd. Paramus, NJ 07652
2) Maintenance District 2 milepost 156 NB 740 Rt. 46 West Clifton, NJ 07013
3) Maintenance District 3 milepost 136.7 SB New York Avenue Clark, NJ 07066
4) Maintenance District 4 milepost 116 SB Crawfords Corner & Everett Rd, Holmdel , NJ 07733
5) Maintenance District 5 milepost 67.7 NB 909 West Bay Avenue, Barnegat, NJ 08005
6) Maintenance District 6 milepost 41 SB Route 2 Absecon, NJ 08201
7) Maintenance District 7 milepost 13.8 SB 110 Avalon Blvd. Swainton, NJ 08210
8) Maintenance District Great Egg -----27.1 SB Great Egg, NJ 08223
9) Maintenance District Bass River -----52.9 Median Bass River, NJ 08224
10) Maintenance District Pleasant Plains----- 83.8 Median Toms River, NJ 08753
11) Maintenance District Herbertsville----- 94.5 SB Brick, NJ 08723
12) Maintenance District Asbury -----104.2 Median Asbury, NJ 07712
13) Maintenance District Chevalier Ave----- 125 NB Sayreville, NJ 08872
14) Maintenance District 2U--- 142.7 NB 620 Glenwood Ave., Hillside, NJ 07205
15) Service Area---Oceanview (formerly Seaville) milepost 18.3
16) Service Area---Atlantic City (formerly Absecon) milepost 41.4
17) Service Area---Forked River milepost 76
18) Service Area---Monmouth (formerly Manasquan) milepost 100
19) Service Area---Cheesequake milepost 124
20) Service Area---Colonia South milepost 132.7
21) Service Area---Colonia North milepost 133.6
22) Service Area---Vauxhall North milepost 142.2
23) Service Area---Brookdale North/ South milepost 153
24) Service Area---Montvale milepost 171
25)Commuter Parking Lots---Interchange 10 Milepost 9.9 Cape May
26) Commuter Parking Lots---Interchange 25 milepost 25.3 Cape May
27) Commuter Parking Lots---Interchange 81 milepost 80.8 Bayville
28) Commuter Parking Lots---Interchange 91 West milepost 92.6 Brick
29) Commuter Parking Lots---Interchange 91 East milepost 92.6 Brick
30) Commuter Parking Lots---Interchange 98 milepost 98.2 Wall
31) Commuter Parking Lots---Interchange 105 milepost 106.4 Eatontown
32) Commuter Parking Lots---Interchange 109 (Red Bank South) milepost 110.1 Red Bank
33) Commuter Parking Lots---Interchange 109 (Red Bank North) milepost 110.1 Red Bank
34) Commuter Parking Lots---Interchange 109 (academy Bus Lot) milepost 110.1 Red Bank
35) Commuter Parking Lots---Telegraph Hill (South Overflow) milepost 116 Holmdel
36) Commuter Parking Lots---Interchange 120 milepost 120.9 Aberdeen
37)Facilities South ---Lakewood South Toll Ramp milepost 93 SB
38)Facilities South ---Lakewood North Toll Ramp milepost 93NB
39) Facilities South ---Lakehurst South Toll Ramp Interchange 88

CONTINUED
APPENDIX B FACILITY LOCATIONS ON PARKWAY
(Actual EPA ID Numbers to be Provided When Contract is Awarded)

40) Facilities South---Lakehurst North Toll Ramp Interchange 88
41) Facilities South---Toms River Toll Plaza milepost 84.7NB
42) Facilities South---Whitty Road milepost 84 (Toms River)
43) Facilities South---Dugan Lane milepost 84 (Toms River)
44) Facilities South---Berkeley North Toll Ramp milepost 77.5 NB
45) Facilities South---Berkeley South Toll Ramp milepost 78.3 SB
46) Facilities South---Lacey South Toll Ramp Interchange 74
47) Facilities South---Lacey North Toll Ramp Interchange 74
48) Facilities South---Barnegat Toll Plaza milepost 69
49) Facilities South---New Gretna Toll Plaza milepost 53.6 SB
50) Facilities South---Somers Point Toll Ramp Interchange 30
51) Facilities South---Great Egg Toll Plaza milepost 28.8 SB
52) Facilities South---J.B. Townsend, Shoemaker Holly Picnic Area milepost 22.9 Median (Cape May)
53) Facilities South---Cape May Toll Plaza milepost 19.4 SB
54) Facilities South---Wildwood South Toll Ramp milepost 04 SB
55) Facilities South---Wildwood North Toll Ramp milepost 04.8 NB
56) Facilities North---Pascack Valley Toll Plaza milepost 166.1 SB (Washington)
57) Facilities North---Paramus Toll Ramps N/S milepost 164.6
58) Facilities North---Radio Tower milepost 165 NB (Paramus)
59) Facilities North---Bloomfield State Police milepost 153.1 NB (Bloomfield)
60) Facilities North---Passaic South Toll Ramp milepost 154 SB (Clifton)
61) Facilities North---Passaic North Toll Ramp interchange 154.2 NB (Clifton)
62) Facilities North---Watchung North Toll Ramp milepost 152.5 NB (Bloomfield)
63) Facilities North---Watchung South Toll Ramp milepost 152.4 SB (Bloomfield)
64) Facilities North---Essex Toll Plaza milepost 150.6 SB (Bloomfield)
65) Facilities North---Bloomfield Ramps N/S milepost 149 (Bloomfield)
66) Facilities North---East Orange Toll Plaza milepost 146.9 NB
67) Facilities North---Union Ramp milepost 142 SB
68) Facilities North---Union Toll Plaza milepost 142.7 N/S
69) Facilities Central---Parkway Administration Building milepost 129 NB (Woodbridge)
70) Facilities Central---Raritan Toll Plaza North milepost 125.8 NB
71) Facilities Central---Raritan Toll Plaza South milepost 125.6 SB
72) Facilities Central---Aberdeen Facility milepost 119.2 NB
73) Facilities Central---Matawan Toll milepost 119 SB
74) Facilities Central---Keyport/Hazlet Toll Ramp Madison Street
75) Facilities Central---Telegraph Hill Park milepost 116 SB (Holmdel)
76) Facilities Central---Arts Center Complex (Not Maintained) milepost 116 (Holmdel)
77) Facilities Central---Vietnam Veterans Memorial Complex (Nor Maintained) milepost 116 (Holmdel)
78) Facilities Central---Reception Center Grounds Only milepost 116 (Holmdel)
79) Facilities Central---Celebrity House Grounds Only milepost 116 (Holmdel)
80) Facilities Central---Holmdel South Toll Ramp milepost 114 SB
81) Facilities Central---Holmdel North Toll Ramp milepost 113.7 NB
82) Facilities Central---Red Bank South Toll Ramp Woodland Drive
83) Facilities Central---Red Bank North Toll Ramp Newman Springs Road
84) Facilities Central---Lincroft State Police Newman Springs Road
85) Facilities Central---Eatontown Toll Ramp milepost 105 SB
86) Facilities Central---Asbury Park Toll Plaza milepost 104 NB
87) Facilities Central---Belmar Wall North Toll Ramp milepost 98.5 NB
88) Facilities Central---Belmar Wall South Toll Ramp milepost 98.5 SB
89) Facilities Central---Bricktown North Toll Ramp milepost 93 NB

NEW JERSEY TURNPIKE AUTHORITY

QUALIFYING AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF _____

I, _____, of _____
(Pres., Vice Pres., Owner or Partner) (Company)

Being first duly sworn deposes and says:

1. That the _____ (Company Owner) wishes to be qualified to bid on the New Jersey Turnpike Authority.
2. That _____ (Company Owner) wishes to demonstrate moral integrity in accordance with the Procedure for Pre-qualification and Award on New Jersey Turnpike Authority construction contracts pursuant to a Resolution of May 22, 1973, and any amendments and supplements thereto.
3. That in accordance with said Procedures as of the date of signing this Affidavit, neither the _____ Company, nor any of its Owners, Officers, or Directors are involved in any Federal, State or other governmental investigation concerning criminal or quasi-criminal violations, except as follows (if none, so state):
4. Deponent further states that neither the _____ Company, nor any of its Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contendere to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on contracts performed by it, except as follows (if none, so state):
5. That any depository, vendor or other agency herein named is hereby authorized to supply the New Jersey Turnpike Authority with any information necessary to verify any statement made in this Contractor's Qualifying Statement.
6. That as of the date of signing this Affidavit, outstanding liens filed against this Company are as follows (if none, so state):

7. That the undersigned, being authorized to act on behalf of _____
Company, certified that I am personally acquainted with the operations of said
Company, have full knowledge of the factual basis comprising the contents of this
Contractor's Qualifying Statement and that the same are true to my knowledge.
8. That, if a Corporation, the Corporation _____ incorporated
(Is or Is not)
in the State of New Jersey. If not a New Jersey Corporation, the corporation
_____ authorized to do business in the State of New Jersey
(Is or Is not)

(Attach Certificate of Authorization from Secretary of State).
9. That, in accordance with said Procedures as of the date of signing, this Affidavit
_____ Company has not been disqualified from future
bidding on any Turnpike project by reason of claiming its rights to withdraw a bid
because of unilateral mistake, except as follows (if none, so state):
10. That this Contractor's Qualifying Statement is made to induce the New Jersey
Turnpike Authority to accept a qualification knowing that the said New Jersey
Turnpike Authority relies upon the truth of the statements herein contained.

Sworn and subscribed to before me this
_____ Day of _____ 20__

Notary Public

Company

Signature

Title

NOTE: COMPLETE AND RETURN WITH BID

New Jersey Turnpike Authority
Agreement

Removal and Disposal of Liquid Hazardous/Non-Hazardous Waste on the New Jersey
Turnpike and Garden State Parkway

THIS AGREEMENT, dated _____, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey having its principal office at 581 Main Street, Woodbridge, New Jersey (the "Authority") and _____, a corporation of the State of _____ having principal offices located at _____ (the "Contractor").

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified, hereby covenants, and agrees to furnish the labor, materials, equipment, and insurance to provide for the collection, transportation, and disposal of liquid hazardous/non-hazardous waste from Authority Facilities, in strict conformance with Specifications attached hereto and made a part hereof.

The term of the Agreement shall commence on the date of the Purchase Agreement and terminate one (1) year there-from, unless earlier terminated as provided in the Specifications. The Authority may opt, at its sole discretion, to renew this Agreement for two (2) additional one (1) year terms.

The Contractor agrees to defend, indemnify and save harmless the Authority, its Commissioners, officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorney's fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the contractor or the Authority, resulting from any act or omission or willful misconduct of the contractor or any of its officers, agents, sub-consultants, or employees in any manner related to the subject matter of the contract. In the event that the contractor fails to defend, indemnify and save harmless the Authority, its Commissioners, officers, employees, and agents, and each and every one of them, in accordance with this Section, any money due to the contractor under and by virtue of the contract as shall be considered necessary by the Authority may be retained by the Authority and held until any and all liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of the contract.

In consideration of the premises, the Authority hereby agrees to pay, as sole compensation for the performance of the Project, payments for the actual quantity of authorized work performed, as provided in the Specifications, at the prices for the Scheduled Items of Work in the Proposal.

This Agreement is to be binding upon the Authority, its successor or successors, and upon the Contractor and its heirs, executor, administrators, successor or successors, and is voidable and may be terminated by the Authority, in accordance with the terms of the Specifications, or upon violation by the Contractor of any statute relative thereto.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this agreement and to affix their respective corporate seals thereto on the day and year first above written.

ATTEST:
AUTHORITY

NEW JERSEY TURNPIKE

Sheri Czajkowski
Assistant Secretary

BY _____
Veronique Hakim
Executive Director

[Corporate Seal]

ATTEST:

Company Name

Name
Title

BY _____
Name
Title

[Corporate Seal]